



Scoring Made Easy

Subscription Agreement

This agreement is limited to the use of Scoring Made Easy, which is part of eGSolutions Ltd - registered under the New Zealand Companies Office.

SCORING MADE EASY TERMS OF USE:

By completing the ordering process, you agree to the following terms and conditions (the “agreement”) governing your use of Scoring Made Easy online service (the “service”). if you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you may not complete this signup process and should leave this signup process immediately.

Welcome

As part of the Service, Scoring Made Easy will provide you with use of the web browsing Service. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the Scoring Made Easy website incorporated by reference herein, including but not limited to Scoring Made Easy’s privacy and security policies. For reference, a Definitions section is included at the end of this Agreement.

The service is only offered online and through the Scoring Made Easy website.

1. Privacy & Security; Disclosure

By joining Scoring Made Easy, you agree to opt-in to occasional informational e-mails from Scoring Made Easy. At any time, you may opt out of receiving such communications by contacting Scoring Made Easy through the contact details provided at the website. As the service is hosted by Scoring Made Easy, matters deemed to be important to the operation or availability of accounts, such as notices of routine server maintenance, will still be sent via e-mail to individuals regardless of if they choose to opt out of informational e-mails.

2. License Grant & Restrictions

Scoring Made Easy hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by Scoring Made Easy and its licensors.

You shall not (i) sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; or (iii) reverse engineer or access the Service in order to (a) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

3. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify Scoring Made Easy immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Scoring Made Easy immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your

Users; and (iii) not impersonate another Scoring Made Easy user or provide false identity information to gain access to or use the Service.

4. Account Information and Data

Scoring Made Easy collects and records data from each user of the service ("Customer Data"). Scoring Made Easy retains the right to use this data perpetually, surviving any termination of this agreement. Scoring Made Easy will make, upon request in writing, data related to your use of the system (such as your match history) available through the web interface for a limited period. If you terminate your use of the service, Scoring Made Easy has no further obligation to provide this data to you, but it may continue to use this data at its discretion. You, not Scoring Made Easy, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of Customer Data that you input in to the service and Scoring Made Easy shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), Scoring Made Easy may make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You will be expected to pay any reasonable costs associated with obtaining and exporting this data, should you request a copy. Scoring Made Easy reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Scoring Made Easy shall have no obligation to maintain or forward any Customer Data. As a subscriber to the modules where you maintain, invite or group accounts – the use / access to this data is exclusively for the functionality of Scoring Made Easy services alone. Any customer data (i.e. email address) will not be shared / used for any other purpose by you.

5. Intellectual Property Ownership

Scoring Made Easy alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Scoring Made Easy technology, the Content and the Service and any suggestions, ideas, enhancement requests,

feedback, recommendations or other information provided by you or any other party relating to the Service. Scoring Made Easy does integrate with several third-party services and other ranking systems. Scoring Made Easy generally views this data as in the public domain and then has the right to incorporate that information in to its service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Scoring Made Easy technology or the Intellectual Property Rights owned by Scoring Made Easy. The Scoring Made Easy name, the Scoring Made Easy logo, and the product names associated with the Service are the sole property of eGSolutions Ltd unless due credit is given and unless given in writing, may not be used by any third party.

6. Third Party Interactions

During use of the Service, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Scoring Made Easy shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. Scoring Made Easy does not endorse any sites on the Internet that are linked through the Service. Scoring Made Easy provides these links to you only as a matter of convenience, and in no event shall Scoring Made Easy or its licensors be responsible for any content, products, or other materials on or available from such sites. Scoring Made Easy provides the Service to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services. Advertising and Sponsorship logos are managed by both Scoring Made Easy and your club. SME sponsor logos may be shown in conjunction with your clubs sponsor logos through the Scoring Made Easy services.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. The initial charges will be clearly detailed during the ordering process, including any free trial period. You are responsible for paying for all fees relating to the account, regardless of whether it is actively used or not. Scoring Made Easy reserves the right to modify its fees and charges and to introduce new charges at any time. All pricing terms are confidential, and you agree not to disclose them to any third party.

Upon choosing to upgrade your Scoring Made Easy account, you are provided with a free trial. This includes access to limited Scoring Made Easy features. To maintain your account beyond this trial period, you must keep your account in good standing. Accounts that do not provide valid payment information or fall out of good standing will be suspended and eventually purged.

9. Data Storage Costs

There is no data storage limit placed on your account and the fee charged for access to the service covers all data storage.

10. Billing and Renewal

Scoring Made Easy charges and collects in advance for use of the Service. Scoring Made Easy accounts may automatically renew. The renewal charge will be dependent upon: i) the number of concurrent courts chosen; ii) the fees charged for the service at the time of renewal; iii) or any additional modules you have selected. Scoring Made Easy makes no guarantee to keep prices consistent with the price at the time of signup. Fees for other services will be charged on an as-quoted basis.

You agree to provide Scoring Made Easy with complete and accurate billing and contact information. This information includes your legal name, street address, e-mail address and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, Scoring Made

Easy reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date advising us of this issue.

Scoring Made Easy does not offer refunds, except if there is a billing error. Should you need our assistance, please contact us at scoringmadeeasy@gmail.com.

11. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. The initial term is selectable by you during the ordering process. Upon the expiration of the Initial Term, this agreement will terminate unless the account is renewed, in which case the agreement will renew for the period selected in the renewal process. Accounts, in almost all cases, will automatically renew for a period equal to the previous term. You agree and acknowledge that Scoring Made Easy has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

12. Termination for Cause

Any breach of your payment obligations or unauthorized use of the Scoring Made Easy technology or Service will be deemed a material breach of this Agreement. Scoring Made Easy, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that Scoring Made Easy has no obligation to retain the Customer Data, and may delete such Customer Data.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Scoring Made Easy represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably

applicable to the provision thereof and that the Service will perform substantially in accordance with the online Scoring Made Easy help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

14. Disclaimer of Warranties

Scoring Made Easy and its licensors make no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. Scoring Made Easy and its licensors do not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The service and all content is provided to you strictly on an “as is” basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by Scoring Made Easy and its licensors.

15. Internet Delays

Scoring Made Easy’s services may be subject to limitations, delays, and other problems linked to the use of the internet and electronic communications. Scoring Made Easy is not responsible for any delays, delivery failures, or other damage resulting from such problems.

16. Backups

Scoring Made Easy agrees to backup account information occasionally, so that in the event of an emergency or server hard-disk failure, data may be recovered.

Scoring Made Easy is not responsible for the information contained on your site and will not, under any circumstances, retrieve account data stored on a backup device in the event that you delete or lose the information. You agree and acknowledge that information contained on a backup will not necessarily be current and may require some changes after being restored. You agree to take full responsibility for the content on your site, and its accuracy.

17. Web Address

Scoring Made Easy remains the sole owner of all domains and subdomains related to this service. That includes subdomains assigned to accounts. Scoring Made Easy will provide a web address to the account holder that will only remain available to that account conditioned upon the account being paid in full. Should the account ever fall past due, Scoring Made Easy reserves the right to offer the web address associated with that account to any other user.

18. Limitation of Liability

In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

19. Local Laws

You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of the country in which you use this service.

20. Modification to Terms

Scoring Made Easy reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

21. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the Online Order Centre, and any materials available on the Scoring Made Easy website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Scoring Made Easy from time to time in its sole discretion; "Content" means the audio and visual information, documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the earlier of either the date this Agreement is accepted; "Initial Term" means the initial period during which you are obligated to pay for the Service equal to the billing frequency selected by you during the subscription process (e.g., if the billing frequency is annual, the Initial Term is the first twelve months); "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "License Administrator(s)" means those Users designated by you who are authorized to purchase subscription licenses online using the Scoring Made Easy website (Paypal); "License Term(s)" means the period(s) during which a specified number of Courts are licensed to use

the Service pursuant to the Order(s); “Order(s)” means the form evidencing the initial subscription for the Service and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order, the terms of this Agreement shall prevail); “Scoring Made Easy” means collectively the service offered through this site. “Scoring Made Easy Technology” means all of Scoring Made Easy proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by Scoring Made Easy in providing the Service; “Service(s)” means the specific Scoring Made Easy tool identified during the ordering process, developed, operated, and maintained by Scoring Made Easy, accessible via www.ScoringMadeEasy.com or another designated web site or IP address, or ancillary services rendered to you by Scoring Made Easy, to which you are being granted access under this Agreement, including the Scoring Made Easy technology and the Content; “User(s)” means you, your employees, representatives, consultants, contractors or agents who are authorized to use your account.

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please email scoringmadeeasy@gmail.com.